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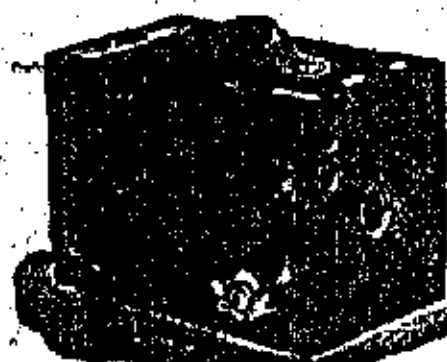
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WE have this day authorized Mr. CARL
ROBERT LENZMANN to sign
our firm from this date.
CARLOWITZ & CO.
Hongkong, 6th July, 1905.

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Correspondents must forward their names and ad-
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not for publication, but as evidence of good faith.
All letters for publication should be written on
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The Daily Press.

HONGKONG, JULY 12TH, 1935.

DURING last month we published a few notes relating to the difficulty encountered by the Shanghai authorities in seeking to make a good road to "the Hills." The entire correspondence has since been published in the Minutes of the Municipal Council, and affords an excellent example of the troubles and annoyances incidental to all negotiations with a certain class of Chinese. It was not, apparently, that the people of Chingpu were really averse to receiving the blessings of good highways, but that their "objections" were inspired by those who should have known better. It will be strange if, as a result of the strong attitude of the Senior Consul, Dr. Knappe, the Shanghai TAOTAI is not speedily brought to a knowledge of the error of his ways. The first letter, as published, is one from the Belgian Consul, M. D. SIFFERT, to the Municipal Council, stating that the TAOTAI had demanded the instant stoppage of the road-making. The sub-magistrate of the district had reported that the people were uneasy because the road surveyors had driven in pegs on or near to Chinese graves, always a source of trouble. The "native gentry" and "elders" petitioned against any foreign road at all from Siewwei to the Hills, but this also was quite usual, and formal. The "general opinion of the Chinese public" in sight of a possible "squeeze" is never antagonistic. On the other hand, the Municipal Council had been approached by "certain native residents"

to make the road; but the Council was not proceeding with the work regardless of the Chinese officials. They were making the survey only to get information as to the probable cost, before doing anything further. "Three Chinese gentry" continued their persuasions with the Council, and made certain offers in connection with the necessary land purchases; and did not appear to be unduly alarmed about graves. These particular Chinese minds were focussed apparently, more on facts than tombs. So the Council tried to represent to the TAOTAI "the general benefit, both to the local natives and to the residents in the Settlement, which this road would afford." This was in April, 1934. Two months later the "objections" of the TAOTAI were forthcoming. This enlightened individual was able to see that the road would be "of great benefit to Chinese and foreigners alike," and quoted Sir PELHAM WARREN's remark that it was "a remarkable thing—that these objections should have suddenly been raised against such beneficial work at a time when other local improvements are in progress. It is thought that evil-disposed persons may have raised those obstacles in the matter especially for their own benefit." But, said he, when there are Treaties everything should be done accordingly; and the Municipal Council's surveyors had not unfurled their tapes according to Red Tape; (This is rather free translation) and "the person who objects to the Council constructing the road at Ch'ih-pao village is myself (the TAOTAI) and not any evil-disposed persons." His idea was that the Council's powers should have their limitations shown by this obstruction; and to that end he was instructing the native officials to pull up the surveyors' pegs without delay. In a subsequent letter, the TAOTAI pretended to believe a report that the surveyor and his men had pistols and were "prepared to quarrel or fight with the country people," and talked of "these violent measures." This, of course, was all nonsense; and the people who were to be pistolled had been actually showing "co-operation and good will." All objections but those of the TAOTAI were removed; he only proved adamant, or, more justly, pig-headed. Then the Consular Body grew "tired of the conduct shown by the local Chinese authorities"; and went past TAOTAI to VICKROY. Not unnaturally, the TAOTAI regretted "such conduct on the part of a civilised nation." The subsequent proceedings are so ably indicated in a model letter from the Senior Consul, Dr. Knappe, to the troublesome TAOTAI, that we must give it almost in full:—

"The construction of roads is a very important factor for the development of the country. I, E. Chang Chi-tung, one of the wisest statesmen of China, who is appreciated as such by foreigners and Chinese alike, has always made it a point to act in accordance with the above-mentioned principle. When in Canton he constructed a quay alongside the West river of many li length. In Nanking he connected the Yangtze river at a short distance with the southern parts of the city by a road of over 60 li; and in Wuchang also an excellent road has been built by him.

"All these roads are a blessing to the population. In the same enlightened spirit your predecessors have acted in Shanghai. I draw your attention to all the roads in the neighbourhood, viz., the Desford Road, the Gordon Road, the Robinson Road, the Siewwei Road, the Breman Road, Avenue Road, Avenue Paul Brunat, and many others. Some of them are now within the boundaries of the Settlements but they were built when the territory was still outside.

"The road proposed to the Hill is not destined for the pleasure of foreigners in Shanghai but it is an absolute necessity for the food supply of a city with a population of nearly a million Chinese.

"I had many conversations with you in this matter, have always met with best endeavours to come to an amicable understanding. I have admitted that the road cannot be completed without the consent of the Chinese authorities. I have suggested to call a meeting of all those who are interested in the matter, viz., representatives of the Consular Body, the Municipal Council, the landowners, the magistrates, the tipsters, and yourself. But I have always received an answer in the negative.

"Being convinced that nothing but obstruction on your part is the cause of the difficulty, and being informed that the land-owners are prepared to sell their property at the prices offered; and that the tipsters are giving every possible assistance, I have asked Dr. Merklingshaus to see the magistrate of Chingpu with the surveyors of the municipality; and to report whether there are any real difficulties.

"The Gouma Mail of the 7th June was delivered in London on the 8th instant.

"The 23rd plague case was recorded yesterday. The additions for the 24 hours being three.

"It is pointed out that the 'news' (about the establishment of a Danish-Japanese Trading Company) telegraphed by Reuters towards the end of June was published by Fairplay on February 2nd.

"I did not steal it; it flew on board my boat," Li Shin informed Mr. G. N. Orme at the Police Court yesterday when charged, at the instance of P.C. Barrie, with being in unlawful possession of a chicken. His Worship did not believe the story, and ordered Li to pay a fine of \$10 or go to goal for fourteen days.

A correspondent addressed us regarding the alleged remoteness of the Sanitary officials in not disinfecting a doorway in which a corpse was found. We sent the letter on to the proper quarter, and learn that the case referred to was not one of infectious disease at all, so that no special measures were necessary. Will our correspondent please note?

Before Mr. F. A. Hazeland at the Police Court yesterday Lance-sergeant Pitt, of the Water Police, charged the captain of the s.s. *Typhoon* with blowing his whistle other than for the purposes of navigation while at anchor in the harbour. The captain's defence was that he blew the whistle for a pilot to go aboard to shift his vessel. He was ordered to pay a fine of \$15.

Mr. E. J. Harrison, an English journalist resident in Tokyo, has an excellent story translated from the Russian in the *Japan Chronicle*. We believe that Mr. Harrison's study of Russian has commenced when war began, so that he has made wonderful progress. He reads, writes and speaks Japanese fluently; is an expert at jujitsu; and is evidently a credit to his race and profession.

The latest idea in the Australian Commonwealth is to have a National Anthem of their own. At a meeting of the Australian Natives' Association held at Perth on the 1st May, it was resolved "that the Association offer a prize for an Australian National Anthem, the words of which shall have no reference to any country or emblem outside Australia." There must surely be some reference to coloured people.

So great was the noise made by the electric trams while turning the corner near the Harbour Office yesterday, that it was impossible for the members of the Marine Court, sitting therein, to hear witnesses giving their evidence, and the President of the Court, Hon. Captain Barnes-Lawrence, had to send a coolie from the Harbour office to keep the lines watered for the approach of cars.

We have received the 15th annual report of the Mei Jui Fire Insurance Co., of Tokyo (Fire business only) and note that its reserve fund now exceeds two million yen. There was an increase of business to the extent of over thirty six thousand yen, and losses decreased nearly ninety nine thousand. As a result, the happy shareholders get a seventeen per cent dividend. The representatives in South China are the Mitsui Bussan Kaisha.

EUGEN SANDOW COMING.

Sandow, the modern Hercules, is visiting Hongkong this month, and will play a short season in the City Hall. The Sandow company consists of twenty five pupils, specimens of perfect physical development, developed by the Sandow system of physical culture. These young men Mr. Sandow has selected from different parts of the world, and has one pupil of each prominent nation among them. They are nearly all young men of good social standing in their respective countries; and naturally, being men of muscle, are expert gymnasts and wrestlers. The comic element of the entertainment is supplied by Mr. Bert Platt, a musical comedian. The company also includes Mr. John Doran, the Indian violin phenomenon, and Mr. August Dorel, trapeze equilibrist. Sandow is just finishing his tour of the East. He has already visited India and the Straits, North China, Japan, and Manila will complete his Oriental programme.

JAPANESE COTTON MILLERS AT NINGPO.

Writing on the 26th June, the Ningpo correspondent of the *N. C. Daily News* says:—A contract was signed last week which will have an important effect upon the future of this port. Ningpo has had a cotton mill for over ten years, which, unlike many of the Shanghai mills, has fully justified the enterprise of its Chinese company. Combined with this cotton mill—that is, in the same grounds and under the same company—a flour mill has been erected, and is now making a bid for success.

Last week, the contract for another cotton mill was signed. The mill to be erected within twelve months.

The site of the mill is situated on the right bank of the river, opposite the British Consulate. The capital of the company will be \$300,000. Of this amount, one-fourth will be Japanese-owned, and the remainder will be provided by Chinese. A Japanese engineer and architect will superintend the erection of the mill, the contractors being Ningpo and Shanghai firms—Chinese—the heads of the firms being Ningpo men.

From the plans of the buildings, it is safe to assert that the mill will not prove an eyesore to the Settlement. A feature of the new mill will be its high chimney, which will be 40-ft. higher than the city pagoda.

Your correspondent asked one of the contractors the question: "How about Pongchi? Won't the people object?" The reply was rather significant, for it was both brief and to the point. "Oh! The Japanese are interested in the building." At the present time with a reply must be taken as final. It certainly left your correspondent dumb.

TELEGRAMS.

["DAILY PRESS" SERVICE.]

ELECTORAL REDISTRIBUTION
IN GREAT BRITAIN.

LONDON, 11th July.

The Government is proposing to introduce a Redistribution Bill, on the lines passed by the Conservative Associations in October last year.

If passed, England will have seventeen more members, Wales one more, Scotland four more, and Ireland's representation will be decreased by 22; the total being unaltered.

"The principle of the Bill is to give one representative to every 63,000 inhabitants. Some of the Irish members represent only five thousand. The Boundary Commission which will have to be appointed if the Bill passes will not attempt any alteration of the constituencies which have at least fifty thousand or less than one hundred thousand. The Irish Party will strongly oppose the Bill.

DROWNING FATALITY AT
SHANGHAI.

SHANGHAI, 11th July.

"Willie" Valenza, son of the conductor of the Municipal Orchestra, was drowned yesterday while bathing.

[FEETER'S SERVICE.]

PRINCE ARISUGAWA IN ENGLAND.

LONDON, 9th July.

Prince Arisugawa yesterday visited the Wallace collection of pictures. Otherwise, he passed a quiet day.

THE "KNIAZ POTEMKIN."

LONDON, 9th July.

Two Russian warships have taken charge of the *Kniaz Potemkin* at Kustanji.

THE MOROCCO QUESTION.

LONDON, 9th July.

It is announced that a Franco-German agreement has been reached regarding Morocco. It is stated in Paris that Germany recognises the exceptional position of France on the Algerian frontier.

"BEYOND CRITICISM."

The *Japan Chronicle* of June 28th says:—Merchants in Japan again have reason to complain of the way in which the mails from abroad destined for this country are "held up" by the Post Office at Hongkong. The Australian mail for Japan arriving at Hongkong by the N. D. L. steamer *Prinz Waldemar* on the 19th instant was taken ashore there with the mails for China. The Post Office was notified that the steamer would leave port within twenty-four hours, yet she was allowed to depart without any of the Australian mail she carried for Japan, although the mail from England was placed on board. The result of this is that merchants who had cargo consigned to them from Australia by the *Prinz Waldemar* are unable to obtain delivery because the mail containing the bills of lading and shipping documents has not yet arrived. Should the mail not reach Japan within the next day or two, consignees will be unable to get their documents presented at the Customs before the 30th instant, and it is thus probable that cargo which would have been landed under the old Customs Tariff will have to pay the increased duties which take effect from the 1st proximo. Complaints have frequently been made to the Post Office at Hongkong regarding the way the mails in transit are detained, but the Post Office there is apparently beyond the reach of criticism, and continues to display the most extraordinary lack of judgment, to say nothing of common sense.

Next day, the following letter appeared:—
Sir, I note by today's *Chronicle* that further delays to the Australian mails have taken place at the Hongkong post office. I am taking the matter up with the Hongkong Government, and trust it will be the means of avoiding similar delays in future.—Yours truly, J. B. Sutor.

Commercial Representative of N.S.W. Government.
The Hongkong Post Office is not quite "beyond the reach of criticism." A little while ago, when we called attention to the mysterious disappearance of letters entrusted to the local office for local delivery, an official notice was at once posted, advising the public that unless they enclose the "envelope or wrapper" with their complaints, it was not easy to investigate. It is not any easier to send the envelope or wrapper of a letter that never turns up.

THE "ST. KILDA'S" MAIL.

BAGS OPENED AND LETTERS STOLEN.

Of the English mail which was shipped by the *St. Kilda* at Hongkong for Japan, and afterwards taken in charge by the Russian cruiser which sank the *St. Kilda*, a portion consisting of twenty bags arrived at Kobe on June 29 three weeks overdue. We (*Japan Chronicle*) learn from the Kobe Post Office authorities that eighteen out of twenty bags bore evidence of having been opened. The bags contained in all about two thousand packages—letters, parcels, and papers. A close examination of the letters shows that seven addressed to persons in Kobe had been opened, while others bore indications of having been tampered with. Of the general mail it is impossible to say how many bags or letters are missing, but the authorities state that several registered letters due with the mail have not arrived, and it can only be inferred that these have been stolen.

What with the delinquencies of the Hongkong postal authorities, the free-lance methods of the Russian cruisers, and the occasional lapse of the postal arrangements here, the foreign merchant in Japan is just now severely handicapped.

It is long odds that *Punch* describes the election of Elihu Root to the American Secretaryship as, *verb. et ill.*, a "radical" change.

THE WAR.

["DAILY PRESS" SERVICE.]

THE MEETING PLACE OF THE
PLENIPOTENTIARIES.

LONDON, 11th July.

The plenipotentiaries of Japan and Russia are to meet at Portsmouth, a seaport city in New Hampshire, America.

There is an important Naval Yard here, and ship-building works.

BRITISH FLEET AT BREST.

LONDON, 11th July.

There were enormous crowds at Brest to witness the arrival of the British Fleet; and a most enthusiastic welcome was accorded.

BRITISH ARMY UNFIT AND
UNREADY.

LORD ROBERTS AND CONSCRIPTION.

LONDON, 11th July.

Lord Roberts, speaking in the House of Lords, said that the British Army was to-day as absolutely unfitted and unprepared for war as it was in 1899. He advocated some system of conscription.

FRENCH SUBMARINE
DISASTER.

LONDON, 11th July.

The sunken French submarine has not been raised.

The survivors say that the disaster was purely accidental.

CAPTAIN BOUGOUIN
SENTENCED.

Kobe, 10th July.

(Received 11th July.)

Captain Bouguin, charged with espionage, has been sentenced to undergo ten years' "major" imprisonment.

His Japanese assistant, Maki, was sentenced to eight years' "minor" imprisonment.

Some French comments on the charge were as follows:—

Le Petit Parisien says: When the war broke out Captain Bouguin entered into relations with the French Press, which congratulated themselves upon finding out there a correspondent so well advised on the affairs of Japan. It was thus that the erstwhile attaché became one of the correspondents of *Petit Parisien* in Japan. Several times he has sent us letters and telegrams which were noteworthy. It seems that the papers seized at M. Bouguin's house were simply notes prepared for future articles. It is only natural that in his capacity of a correspondent he should note all information that he obtained. But as to revealing in his correspondence any forbidden news he has done none of that. For the rest, the French Legation at Tokyo is busy with the incident, and it is upon the Japanese Government, whose act has been somewhat too precipitate, that the task of proving the charges falls.

La Liberté says: Captain Bouguin was during the early part of the war the correspondent of *La Liberté* for Japan, in which capacity he has sent us many contributions. He is, in fact, one of the three correspondents of *Petit Parisien*, correspondent for an English journal, and likewise an American newspaper, to whom he has furnished articles and photographs. Thus the report invoked by the Japanese police can be explained, though not justified. In the course of a search of M. Bouguin's house in his absence, the police seized outlines and rough notes on the war. The Government, moreover, seems convinced, without chance of dispute, that the documents seized with such delay are nothing less than the bases of information destined for the greatest publicity. We have still in the *Liberté* office photographs and notes of Captain Bouguin's, whose role of correspondent and journalist is by them shown to be indisputable and perfectly legitimate.

[BY COURTESY OF THE JAPANESE CONSUL.]

SAGHALIEN.

Tokyo, 11th July.

Vice-Admiral Kataoka reports that the two cruisers and four torpedo-boats under Rear-Admiral Togo with troops on board were despatched to the Kondo promontory (south-western corner of Saghalien) on the 10th instant. After a demonstrative bombardment, the squadron landed a naval detachment and occupied the promontory. The lighthouse and the buildings were found in a good condition.

H. & S. BANK DIVIDEND.

We are officially authorised to state that, subject to audit, the directors of the Hongkong and Shanghai Banking Corporation will recommend, at the forthcoming meeting, a dividend of £1.15.0 per share; add to the reserve fund \$500,000; and carry forward about \$1,700,000.

HONGKONG SANITARY
BOARD.

A meeting of the Sanitary Board was held yesterday afternoon in the Board Room. Dr. Clark (President) presided, and there were also present Hon. Mr. W. Chatham (Vice President), Major Josling, Dr. Pearce, Mr. E. Irving, Mr. F. J. Baskley, Mr. H. E. Pollock, K.C., Mr. Lau Chi Pak, Mr. H. W. Slade, Mr. A. Runjahn, and Mr. W. Bowen-Rowlands (Secretary).

The President, pursuant to notice, moved:—
That the Board hereby authorise Dr. W. W. Pearce, Dr. H. Macfarlane, Dr. W. Moore and Mr. A. Gibson to enter any shop or premises used for the sale or preparation for sale, or for the storage of food, to inspect and examine any food found therein which shall have reason to believe is intended to be used as human food, and in case any such food appears to be unfit for such use, to seize the same in accordance with Section 83 of the Public Health and Buildings Ordinance No. 1 of 1933. He said that no such authority was given under the Section, and it was not often required, but he thought that there should be such authority.

Mr. POLLOCK seconded and it was carried.

ADULTERATED MILK.

Mr. Frank Browne's return of samples examined under "the Sale of Food and Drugs Ordinance, 1896," for the quarter ending 31st June, showed that out of eight samples of milk examined one was found adulterated. Six samples of beer were all right.

Mr. H. E. Pollock inquired:—Was there a prosecution in the case of the adulterated milk? What was the result?
The President inquired:—Yes, and a fine of \$200 inflicted.

MORTALITY STATISTICS.

The mortality statistics for the week ending 17th June, death rate per thousand per annum, showed the following figures:—British and foreign civil population, 44.9; previous week 44.9; corresponding week last year, 41.1. Chinese community (land and boat), 36.1; previous week, 33.8; corresponding week last year, 25.0.

LIMB WASHING RETURN.

The limbo-washing return for the fortnight ending 4th July showed that 3,531 houses were treated in the Central District and 3,773 in the Western District.

RAT RETURN.

During the week ending the 8th July, 45 rats (including 22 infected) were caught in the City of Victoria, and 189 (12 infected) in Kowloon. The President inquired that the suggestion that the number of rats caught lately had fallen off was incorrect. They were catching fifty per cent. more than during the corresponding period of last year.

"A VERY TROUBLESOME PERSON."

Sapper Wells, R.E., was yesterday charged with behaving in a disorderly manner in Ship Street last Thursday night.

The evidence previously adduced by the Police showed that while Constable Mackay was taking a drunken sailor to the station, the defendant shoved him on one side, saying: "This is a friend of mine. Six blujackets then appeared on the scene to back up the defendant, but five of them ran away when police assistance arrived.

The defendant in his statement said:—Last Thursday night I was at Ship Street with two civilian friends of the *Empress of Japan*. I left my friends for awhile, and when I returned I saw two constables waking one of my friends up. He was lying under a verandah, and the constables were kicking at his feet. I said to Constable Mackay: What are you doing with my friend? I will see him aboard alright. Just then three Norwegians or Italians came to see if they knew my friend, but they did not. As they left, I went to catch hold of my friend's arm to take him away in a ricksha, when the constable grabbed me by the arm and with his other hand caught me by the neck and threw me to the ground, without any provocation on my part. Just then five or six sailors arrived, and said the constable had treated me in a brutal manner. When I arose from the ground P. C. Hynes said: You come and see him and he will fight you any time when he is off duty. With that one of the sailors joined in with me without my asking for his help. We walked to the top of the street where there was a little argument, and Constable Mackay made a rush at me, while Constable Hynes rushed the sailor. Mackay hit me under the jaw, knocking me down, and then arrested me and took me to the station.

Inspector Gould, in reply to His Worship, stated that so far as he knew the man had never been charged before.

His Worship, to defendant:—As this is your first conviction I propose to give you a chance. No doubt you are a very troublesome person, and I am quite satisfied that you are in the habit of interfering with the police in the execution of their duty. I now warn you that if you again appear before me, I will consider it my duty, in order to protect the police, to sentence you to a term of imprisonment. You will pay a fine of \$7, in default, fourteen days imprisonment with hard labour, and I further order you to enter into a personal bond of \$100 to be of good behaviour for the next twelve months, and let me impress upon you that if you do appear before me again I shall feel it my duty to sentence you to a term of imprisonment without the option of a fine.

Little Alice, much disturbed, begged her mother not to let remarks be made about her doll when it was present. "Because," she said, "I have been trying all her life to keep Dollie from knowing that she was not alive."

SUPREME COURT.

Tuesday, 11th July.

IN ORIGINAL JURISDICTION.

BEFORE SIR F. T. PIGOTT (CHIEF JUSTICE).

IN THE MATTER OF WONG'S EXTRADITION.
Sir Henry Berkeley (Attorney General) and Mr. H. E. Pollock, K.C. (instructed by Mr. F. B. L. Bowley) appeared for the Crown in this case, while Mr. N. Ferrers (instructed by Mr. Otto Kong Sing) appeared for the accused.

Judgment: On the hearing of the application for a *habeas corpus* before me on 6th June, I reserved for argument before the Full Court the 2nd, 4th, and 5th points which had been raised on behalf of the prisoner: these points were argued on 29th June.

The second point was, that the prisoner's surrender, though asked for an extradition crime, had in fact been made with a view to try him for an offence which is not an extradition crime (art. 4 (1) of the Ordinance).

On this point the first difficulty which arose was with regard to the meaning of the expression "in fact with a view."

The learned Attorney-General conceded that this question was governed by the ruling in *Arton's case* (1896-1 Q.B. 108). All questions of *malus fides* on the part of the foreign Government being put aside, under the English Act the ulterior object of that Government to prosecute the person extradited for a political offence may be shown. So, under the Hongkong Ordinance the ulterior object of the foreign Government to prosecute the person extradited for a non-extraditable offence may be shown.

In order to prove the ulterior intention in the present case, the Proclamation of the Brigades General at Tse Kong, in Kwong Sai Province, was put in. It may, I think, be legitimately argued from this document, issued in order to assist in the work of "exterminating bandits" from certain villages, that although the extradition of Wong Ka Tsang was only demanded for one crime of armed robbery, yet it does show the ulterior intention of the Chinese Government of punishing him, whom they have got him, as a "bandit." But a bandit obviously means a person who has been concerned in more than one armed robbery. The ulterior intention, therefore, if it exists, is to try the man for other extraditable offences than the one for which his extradition is demanded; but not for other non-extraditable offences. If this, indeed, be the ulterior intention, it is fully covered by the provisions of art. 4 (3), which provides that, before the extradition is granted, an engagement shall be given by the Chinese Government that the prisoner shall not be tried for any offence committed before his surrender other than the extradition crime for which his surrender is demanded.

The second point, therefore, falls to the ground.

The fourth point was, that the prisoner's guilt had not been proved as required by art. 25 of the Treaty of Peking. On this point I have already indicated the many doubts which I felt in my former judgment; but the solution of them is somewhat easier than I at first anticipated.

In the first place, I accept the learned Attorney-General's argument that the words used in art. 21 of the Treaty, "on proof of their guilt," cannot, from the reason of the thing, bear the right meaning that the prisoner is to be found guilty. For, in the first place, the trial is to take place in China, and the proof of the guilt will be there required according to Chinese law. In the second place, the trial is not to take place in Hongkong, either under English or Chinese law, and the man will not be punished in the Colony. It would be impossible, therefore, to determine by what law he was to be found guilty. The only possible interpretation of the words is that the colonial authorities who are entrusted with the proceedings in Hongkong are to be satisfied that the prisoner is guilty.

The magistrate is the authority charged with the enquiry, and the evidence before him under art. 10, is to be such as would justify the commitment of the fugitive criminal for trial at the Supreme Court, if the crime of which he is accused had been committed in the Colony. I have already indicated that there appears, on the face of this provision, to be a variance between the Treaty and the local law, for a magistrate can only discharge, not acquit, or commit for trial, but not find guilty.

But art. 10 of the Extradition Ordinance must clearly be read subject to art. 76 of the Magistrates Ordinance, No. 3 of 1890. And by the second part of that article the magistrate is to commit the prisoner if, in his opinion, the evidence is sufficient to put the accused upon his trial for an indictable offence, or, if the evidence given raises a strong or probable presumption of the guilt of the accused. This provision is copied verbatim from the English Act, 11 and 12 Vict. c. 42 s. 25. What the precise distinction between these two alternatives is I have not to enquire, and the books do not throw much light upon it. It is sufficient to say that the second condition for commitment for trial does exactly fit in with the duty required of the Colonial authorities by the Treaty. If the first condition had stood alone, it would have been necessary to go into the questions of *ultra vires* suggested in my previous judgment.

But it does not; and we are, therefore, relieved from the duty of deciding a most troublesome point of law. Had it been necessary for us to do so we should have received material assistance from the learned Attorney-General's able argument.

The magistrate expressed the opinion that the prisoner was guilty. It is impossible to say that in so doing he was not acting in compliance with the law. But in future I think it

would be better for the magistrate to adhere rigidly to the words of art. 76, and to say whether or not in his opinion the evidence given "raises a strong or probable presumption of the guilt of the accused."

The fourth point, therefore, falls.

On the fifth and last point Mr. Ferrers admitted that the case was too strong for him to contend that this Court could review the magistrate's decision as to the facts. The law is too clearly established for this point again to be raised. He contended, however, that under art. 75 of the Magistrates Ordinance, the magistrate ought to have heard the complainant—who was, he said, the Chinese officer in charge of the case. But art. 15 in part 2 of the Ordinance, which deals with "Procedure in respect of Summary Offences." There is no such provision in the part which deals with indictable offences. The fifth point, therefore, also fails.

All the points which the ingenuity of counsel has raised on behalf of the prisoner have thus been over-ruled. All of them were well worthy of consideration; some of them of considerable difficulty. The sum and substance of the decision is that while there have been deviations from what I consider to be the strictness of practice which the law requires, none of them have been sufficiently serious to warrant the procedure being set aside. The writ of *habeas corpus* is, therefore, discharged.

ROBERT SMITH & WILLIAM DUMMAR.

In this case the plaintiff claimed the equivalent in the currency of this Colony of \$2,707.73 United States currency. Mr. H. G. Calthrop (instructed by Mr. Paget Hott) appeared for the plaintiff, and Mr. H. E. Pollock, K.C. (instructed by Mr. Dixon) for the defendant.

Mr. Pollock said the first question they had to argue was, "Is the plaintiff entitled to have the judgment of the Circuit Court of Oregon in the United States of America enforced by the Supreme Court of Hongkong against the defendant who is a British subject, and who was absent from the United States of America at the commencement of and throughout the action in which the said judgment was given, and who has not submitted in any way to the jurisdiction of the said court in the said action." Mr. Pollock said that the defendant never having submitted to the jurisdiction of this court in Oregon the judgment would never be enforced against him here on the principles of the case. If His Lordship was with him on this point, as he hoped would be the case, a deal of legal expense would be saved.

Mr. Calthrop said that the action was originally brought on a certain bond, and by entering that bond the defendant had submitted to the jurisdiction of the United States.

His Lordship—That comes after. We are on the one point now.

Mr. Calthrop, continuing, said that the defence raised two grounds, first that the American court, with reference to one of its courts, carried no jurisdiction, because the defendant had no property in America. Secondly, as the defendant was not an American subject, and was not residing in the State of Oregon when the writ was issued, and had never submitted himself to the jurisdiction of the United States. Mr. Calthrop quoted legal cases at length to upset these arguments.

His Lordship reserved his decision on this one preliminary point.

Kobe Shipping.

Owing to the lengthy notice that had been given of the imposition of new duties, there was not the rush of vessels entering the harbour at Kobe on the last day or two under the old duties that had been expected. Reports the *Chronicle* on July 2nd. Indeed, business at the Customs on the last day of the month was rather slack than otherwise compared with the rush that has been evident during the last few weeks. During the first half of the year which closed on Friday more than one thousand steamers have arrived at Kobe from abroad; in addition to the chartered vessels engaged in the coasting traffic. In previous years arrivals of vessels have not exceeded seven hundred in the first half of the year, and there is a good deal of speculation as to whether the great increase in the quantity of shipping coming to Kobe is to be regarded as a normal increase of trade or whether it is merely due to the influence of the impending increase of the tariff and the quantity of war material imported. Probably the increase is to be distributed under all three heads, but we are inclined to think that the tariff is chiefly responsible and that there will be a considerable falling off in the amount of shipping entering Kobe during the latter six months of the year as compared with the first half. A good deal depends upon a correct estimate being made, as the discharging facilities are at present quite inadequate for the work that has to be done. Though there are something like three hundred lighters engaged daily in discharging the vessels in Kobe harbour, the number has of late proved altogether insufficient for the work, as may easily be understood when it is borne in mind that on one day there were over seventy ocean-going vessels in the port. Those interested, however, do not care to build new lighters until it is seen whether the great increase in the shipping of Kobe is maintained. Similarly with the Customs accommodation, if the number of vessels discharging at Kobe is maintained at anything like the figure reached during the past few months, it is held that the accommodation will have to be increased on a much larger scale than that of any of the schemes now under consideration. A good deal, therefore, is likely to turn on the shipping returns for the next twelve months with a view to future arrangements.

WEATHER REPORT.

The Hongkong Observatory yesterday issued the following report:—
On the 11th at 12.5 p.m. The Barometer has risen in Japan, and is little changed elsewhere.
Pressure is lowest over N. China and highest over the N. part of the China Sea and the Pacific towards the Loochoos.
Gradients continue slight, and light S. winds may be expected in the Formosa Channel and the N. part of the China Sea.
Forecast:—Light S. winds; fine.

THE STRANDING OF THE "TRAVANCORE."

MASTER'S AND CHIEF OFFICER'S CERTIFICATES SUSPENDED.

The inquiry concerning the stranding of this vessel and into the charges preferred by the crew against the captain and chief officer, was concluded at the Harbour Office yesterday afternoon.

The members of the Marine Court were:—Hon. Captain L. A. W. Barnes-Lawrence R.N. (President), Lieut. C. K. McCallum R.N., H.M.S. *Tamar*, Captain Pybus, s.s. *Empress of Japan*, Captain St. John George, s.s. *Macquarie*, and Captain Robb, s.s. *Thetis*. Mr. C. D. Wilkinson of Messrs. Wilkinsons and Grist) represented Captain Chamberlain of the *Travancore*, and Mr. J. Hays of Messrs. Johnson, Stokes and Master) appeared for the owners of the vessel.

Captain R. Chamberlain of the revenue cruiser *Likin* was the next witness. He stated:—The crew of the *Travancore* came on board my vessel for the first time at 8 p.m. on the night of the 2nd June. The captain came on board during the afternoon, and informed me that the crew had gone ashore in a body, and stated that they refused to stay on board the ship during the night. At about ten o'clock, before the blue lights were lit, I noticed that the *Travancore* was moving. I then told the officer of the watch to hurry up and get the men out, but there appeared to be a little difficulty in this; the men looked about for clothes and caps and seemed to delay long as they could. It then came to my mind, according to the circumstances, that they took an unnecessary long time to get out; about a quarter of an hour or twenty minutes. The crew made no attempt to get the second boat alongside. After they got away they again returned on the 3rd June.

To Lieut. McCallum—It was reported to me that there were eighteen men on the *Likin*. To Captain Pybus—There was no request made to me to assist in getting the ship off. I do not think the *Travancore* was in any danger of being run out properly. There was a heavy shower when the crew were ordered off, and I think they were waiting until it passed over. There was nothing unusual in their behaviour. The ship's documents were brought aboard my ship on the 2nd of the month.

To Capt. George—The master told me that the crew refused to stay on board the *Travancore* because they were afraid of the men falling overboard. When the ship shifted she moved astern. The crew in the second boat complained of only having two rowlocks. We lent her some to get away with, and I sent my boat to tow her. The *Travancore* got a second hauler out in the afternoon. She had only one out when I first saw her.

H. Wylie, the *Travancore's* sailmaker, a witness for the captain, stated—I was in the *Travancore* when she left Cardiff. The night before we left Hongkong, and on the early morning of the 3rd June, there was considerable trouble with the crew through drunkenness. The drink was brought aboard by two men. The anchor was weighed between 6 and 7 a.m. on the morning of the 3rd June. I saw Mitchell go to the wheel. I am on deck all day, and saw the captain on deck that morning. He was not at any time the day before. I did not see the captain when we were in the harbour. The crew were drinking all day and night. I have seen before seen the *Travancore* miss stays, and her sailing powers are very good. I was on deck at 7 a.m. on the morning of the 1st June and heard the order "bunt ship" given. I felt confident the ship would go about. Mitchell was at the wheel at the time. The crew did not take very much notice of the orders given. They appeared not to care whether they obeyed them or not. On previous occasions they have been smarter, and if on this occasion they have been smarter, I think they might have been smart round. The captain himself said, "Hurry up, my boys, because they were so slow. When the ship missed stays there was nothing but panic among the crew. I did not leave the boat which came to Hongkong. During the time the ship was on shore, attempts were made to get her off, and the captain was very whole time. The captain ordered the chief officer to get the foremast and lower topsail. These sails were set, also the main topsail, but the crew did not square the yards as ordered, as they did not think it necessary to do so. The captain then told them to go and set the mizen topsail, but the men refused and told the captain to do it himself. I went off with the others to the *Likin* as the ship was blowing heavily at the time. I saw the blue lights from the *Travancore* and saw the crew go back to her after being ordered to do so by the captain of the *Likin*. It is not at all clear that the covers of the lifeboats were hoisted on.

To Mr. Hays—I did not see a boat round the *Travancore* and have a look at her while she was on the rocks.
To the President—I have never seen the ship go about in ballast, but her going about on a condition would depend upon the trim and the quantity of canvas she had on. I felt confident she would go round, seeing how easily she was handled with a cargo. I think my confidence was a little misplaced. On previous occasions the men were always willing to obey the captain's orders, but on this occasion they did not appear to be so. The crew were in a panic because they dropped everything and made for the boats. I was in a panic myself.
To Lieut. McCallum—I heard the captain's orders while at the cross-jack braces. The captain would go round, seeing how easily she was handled with a cargo. I think my confidence was a little misplaced. On previous occasions the men were always willing to obey the captain's orders, but on this occasion they did not appear to be so. The crew were in a panic because they dropped everything and made for the boats. I was in a panic myself.
To Captain Pybus—When the order "mainmast haul" was given the wind was ahead. The mainmast was not swung when we went round. The captain always asks me whether all is clear for going about. I went in the second boat from the *Likin* to the *Travancore*.
To Captain George—On the morning the vessel struck she would be heaving at three or four knots. At seven o'clock the land was perfectly clear on our port bow. It would be about a quarter of an hour or twenty minutes after we got the order to go about that the vessel struck. I do not know why the crew brought the charges against the captain and chief officer, neither do I know why Mitchell was made spokesman. On two men who brought drink aboard were William and Ryan. The crew did not approach me to join them in the charges.

To C. Mitchell—On the morning of the 3rd May you were intoxicated. A man in drink could take the wheel while going out of port. I am never on watch at sea. I was not called at 5.30 a.m. on the morning of the 1st. You did not tell me to give the men a hand with the boat.
To Mr. Pybus—I have never seen you drunk on board, but have seen you take drink. I have never seen the captain drunk. I did not see the captain was as full as an egg, the night I went off for letters.

Mr. Wilkinson, in addressing the court, stated that no evidence had been adduced to prove the captain was guilty of either misconduct or culpable negligence. If the whole

truth of the matter were made known, very possibly the misconduct would be on the part of the men, who devoted the whole of their attention to save themselves. The infamous and ridiculous statements made by the boat-swain and the carpenter that the chief officer did express his intention of deliberately scuttling the ship showed that the evidence of the men could not be relied upon. The absurdity of this allegation was obvious. If the mate had intended to commit such an act, it was highly improbable that he would have informed these two men, and told them not to say anything.

In view of the excellent testimonials of the captain and of the evidence of the steward and sailmaker, he would ask the court to find that there was absolutely nothing to show that the captain was on this occasion anything but the worst for liquor, and that the charge of misconduct against him was absolutely without foundation. Mr. Hays also addressed the court, and Mr. J. T. Roberts, chief officer of the *Travancore* in reply to the President, stated that the necessity brought against him was untrue, and that he was not told about it until the vessel anchored in port. He denied the whole charge.

THE FINDING.
The court was cleared while the members considered the evidence, and after about an hour's consideration the finding was delivered as follows:

We find that the British ship *Travancore*, official number 99,769, of Greenock, of which J. T. Roberts is master, and of which J. T. Roberts is chief mate, left Hongkong on the 31st May 1905, bound for Los Angeles. The *Travancore* is a sailing ship of 1878 not registered tons, and was in ballast when she left Hongkong. She was on the following day ship stranded at Pokoi Point, was about for about three quarters of an hour on the evening of the 2nd June, and again taking the ground remained there until 7.45 a.m. on the 3rd June, when she was towed off by the steam tug *Robert Cook*. It appears from the evidence that when the master came on deck at 7.10 a.m. on the 3rd June, the position of the ship in respect to Pokoi Point allowed him the advantage of the position the moment he stepped on to the deck, or to get about an hour on the evening of the 2nd June, and again taking the ground remained there until 7.45 a.m. on the 3rd June, when she was towed off by the steam tug *Robert Cook*. It appears from the evidence that when the master came on deck at 7.10 a.m. on the 3rd June, the position of the ship in respect to Pokoi Point allowed him the advantage of the position the moment he stepped on to the deck, or to get about an hour on the evening of the 2nd June, and again taking the ground remained there until 7.45 a.m. on the 3rd June, when she was towed off by the steam tug *Robert Cook*. 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NOTICE.
Communications respecting Advertisements, and
subscriptions, printing, binding, etc., should be addressed
Daily Press only, and special business matters
The Manager.
Telegraphic Address: Press, Canton: A.B.O., 6th St.
P.O. Box 33. Telephone No. 12.

NEW ADVERTISEMENTS

FOR SALE OR TO LET.

THE Property known as the **BELLE VUE**
HOTEL, Nagasaki.
Address—J. H. D.
Care of Japan Chronicle Office, Kobo.
Hongkong, 12th July, 1905. [1650]

TO LET.

"BELLEVUE," PEAK ROAD, from
1st August.
Apply to—
S. A. SEITH,
Care of Dairy Farm Co., Ltd.
Hongkong, 12th July, 1905. [1651]

TO LET.

A FIRST-CLASS FURNISHED BED
ROOM TO Let, with immediate Possession,
in good and healthy locality.
Apply to—
Care of Daily Press Office.
Hongkong, 12th July, 1905. [1652]

TO LET.

"TIANG YUEN," No. 18, MACDONNELL
ROAD, containing 18 Rooms and
Bath Rooms; a well laid out Garden and Lawn.
Full View of Harbour. Lately occupied as a
First-Class Hotel. Part or whole of premises
can be let.
Apply to—
LUK CHEUK MAN,
No. 8, Queen's Road Central.
Hongkong, 12th July, 1905. [1653]

NOTICE.

GEO. FENWICK & CO., LD., Engineers.
&c., are open to receive OFFERS FOR
THE PURCHASE OF THEIR WANCHAI
PROPERTY, comprising portions of Marina
Lots Nos. 31 and 36; approximate area 43,000
square feet.
For further particulars apply to the Company.
Hongkong, 12th July, 1905. [1654]

NEW VOLUME ON INDIA

NOW READY.

OUR EMPIRE: Past and Present. By
the EARL OF MEATH, M. H. CORNWALL
LEIGH, LL.D., and EDITH JACKSON. Great
Britain in Asia. Being Volume II. in the
Series. 8vo pp. Cc. 3vo. cloth boards. With
maps, 15 full page illustrations and a photo-
graph of the King. Price 7s. 6d. Volume I.
(Great Britain in Europe) already Published.
Same Price.
HARRISON & SONS,
45, Pall Mall, London, S.W.
[1654]

**THE HONGKONG LAND INVESTMENT
AND AGENCY COMPANY, LIMITED.**

AN INTERIM DIVIDEND of \$3.50 per
Share for six months ending 30th June, 1905,
will be payable on the 27th instant, on which
date Dividend Warrants may be obtained
on application at the Company's Office.
The TRANSFER BOOKS of the Company
will be CLOSED from the 26th to the 27th
instant (both days inclusive).
By Order of the Board of Directors,
A. SHELTON HOOPER,
Secretary.
Hongkong, 12th July, 1905. [1655]

**THE WEST POINT BUILDING
COMPANY, LIMITED.**

AN INTERIM DIVIDEND of One
Dollar and Seventy-five Cents per Share
for six months ending 30th June, 1905, will
be payable on the 27th instant, on which
date Dividend Warrants may be obtained on
application at the Company's Office.
The TRANSFER BOOKS of the Company
will be CLOSED from the 26th to the 27th
instant (both days inclusive).
By Order of the Board of Directors,
A. SHELTON HOOPER,
Secretary.
Hongkong, 12th July, 1905. [1656]

**THE HONGKONG LAND INVESTMENT
AND AGENCY COMPANY, LIMITED.**

THE Undersigned has received instructions
to Sell by Public Auction,
FOR ACCOUNT OF THE CONCERNED,
TO-MORROW (THURSDAY),
the 13th July, 1905, at 11 A.M., at their
SALES ROOMS, No. 3, Des Vaux Road,
(Corner of Des Vaux Road and
SUNDAY HOUSEHOLD FURNITURE,
ELECTRIC POCKET LAMPS and BAT-
TERIES, PICTURES, PHOTOGRAPHIC
CAMERAS & APPARATUS, JAPANESE
CURTAINS, RICKSHAS, CLOCKS, &c.,
&c., &c.

Also
One GURLEY LIGHT MOUNTAIN
TRANSIT with SOLAR ATTACHMENT
and TRIPOD, 3 SEXTANTS, One AMER-
ICAN SAFE by New York Export & Import
Co., One MANDOLIN and One ELECTRIC
PAIN.
TERMS—As usual.
HUGHES & HOUGH,
Auctioneers.
Hongkong, 12th July, 1905. [1657]

PUBLIC AUCTION.

THE Undersigned has received instructions
to Sell by Public Auction,
FOR ACCOUNT OF THE CONCERNED,
TO-MORROW (THURSDAY),
the 13th July, 1905, at 2.30 P.M., at his
SALES ROOMS, Queen's Road,
LADIES' DRESS MATERIALS, LACE,
RIBBONS, SILKS, HATS, SHOES and
UMBRELLAS.
&c. &c.
TERMS OF SALE—As Customary.
V. I. REMEDIOS,
Auctioneer.
Hongkong, 12th July, 1905. [1658]

**DOUGLAS STEAMSHIP COMPANY,
LIMITED.**

FOR SWATOW, AMOY AND FOCHOW.
THE Company's Steamship
"HAICHING,"
Captain Hodgkin, will be despatched for the above
ports on FRIDAY, the 14th inst., at 10 A.M.
For Freight or Passage, apply to
DOUGLAS LARBAIK & CO.,
General Managers.
Hongkong, 11th July, 1905. [1649]

WANTED a COMPADRORE by an
European firm doing piece goods and
general business. Must furnish security for
\$50,000.
Apply by letter to—R. S. T.
Care of Daily Press Office.
Hongkong, 6th July, 1905. [1610]

COMPRADORE WANTED.

WANTED a COMPADRORE by an
European firm doing piece goods and
general business. Must furnish security for
\$50,000.
Apply by letter to—R. S. T.
Care of Daily Press Office.
Hongkong, 6th July, 1905. [1610]

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Care of Daily Press Office.
Hongkong, 6th July, 1905. [1610]

NEW ADVERTISEMENTS

BOSTON TOWBOAT COMPANY.

NOTICE TO CONSIGNEES.

STEAMSHIP "PLEIADES,"
FROM TACOMA, VICTORIA, YOKO-
HAMA, KOBE AND MANILA.
The above Steamer having arrived, Con-
signees of Cargo are hereby requested to
send in their Bills of Lading for countersignature
and to take immediate delivery of their
Goods from alongside.

Cargo impeding the discharge of the Vessel
will be landed and stored at Consignee's risk
and expense.
No Fire Insurance will be effected by us in
any case whatever.
DODWELL & CO., LD.,
Agents.
Hongkong, 11th July, 1905. [7]

**PORTLAND AND ASIATIC STEAM-
SHIP COMPANY.**

NOTICE TO CONSIGNEES.
STEAMSHIP "NUMANIA,"
FROM PORTLAND (OR.) YOKOHAMA,
KOBE AND MOI.
The above Steamer having arrived, Con-
signees of Cargo are hereby requested to
send in their Bills of Lading for countersignature
and to take immediate delivery of their
Goods from alongside.

Cargo impeding the discharge of the Vessel
will be landed and stored at Consignee's risk
and expense.
No Fire Insurance will be effected by me in
any case whatever.
ALLAN CAMERON,
General Agent.
Hongkong, 11th July, 1905. [17]

JAVA-CHINA-JAPAN L.I.N.
FROM JAVA PORTS AND MACASSAR.

THE J.C.L.L. Steamship
"TJILATJAP,"
Captain Koops, having arrived from the
above ports, Consignees of Cargo are hereby
requested to send in their Bills of Lading for
countersignature by the undersigned, and to
take immediate delivery of their Goods from
alongside.

Any Cargo impeding her discharge and/or
Cargo left on board after the 15th inst.,
will be landed in the Hongkong and
Kowloon Wharf and Godown Company, Limited,
and stored at Consignee's risk and expense.
Optional Cargo will be landed, unless notice
has been given prior to steamer's arrival.
No Fire Insurance has been effected.
The steamer will be despatched for Shanghai,
Moj, Kobe and Yokohama on the 17th inst.
Head Agency of the
JAVA-CHINA-JAPAN L.I.N.,
Alexandra Buildings.
Hongkong, 11th July, 1905. [1659]

**OCEAN STEAMSHIP COMPANY,
LIMITED,**
AND
**CHINA MUTUAL STEAM NAVA-
TION COMPANY, LIMITED.**

CONSIGNEES per Company's Steamer
"KEEMUN,"
are hereby notified that the Cargo is being
discharged into Craft, and/or landed at the
Godowns of the Hongkong and Kowloon
Wharf and Godown Co., Ltd., where in both
cases it will be at Consignee's risk. The Cargo
will be ready for delivery from Craft or Godown
on and after the 10th inst.

Optional cargo will be landed, unless notice
has been given prior to steamer's arrival.
All broken, chafed, and damaged Goods are to
be left in the Godowns, where they will be
examined as at 11 A.M. on the 17th inst.
No Claims will be admitted after the Goods
have left the steamer's Godown, and all Goods
remaining undelivered after the 17th inst. will
be subject to rent.
All Claims against the Steamer must be
presented to the undersigned on or before the
20th inst., or they will not be recognized.
No Fire Insurance has been effected.
BUTTERFIELD & SWIRE,
Agents.
Hongkong, 11th July, 1905. 9-10

NOTICE TO CONSIGNEES.
THE P. & O. S. N. Co.'s Steamer
"MAZAGON,"
FROM BOMBAY AND STRAITS.
Consignees of Cargo by the above-named
vessel are hereby informed that their Goods are
being landed and placed at their risk in the
Hongkong and Kowloon Wharf and Godown
Company's Godowns at Kowloon, where each
consignment will be sorted out, Mark by Mark,
and delivery can be obtained as soon as the
Goods are landed.
Goods not cleared by the 18th inst. at 4 P.M.,
will be subject to rent.
No Fire Insurance will be effected by me in
any case whatever.
Damaged packages must be left in the Go-
downs for examination by the Consignee's and
the Company's representatives at an appointed
hour. All Claims must be presented within
three days of the steamer's arrival here, after
which date they cannot be recognized. No
Claims will be admitted after the Goods have
left the Godowns.
L. S. LEWIS,
Acting Superintendent.
Hongkong, 11th July, 1905. [1]

BILLIARD TABLE.
WANTED for the Hongkong Seamen's
Institute a Good Second-Hand
BILLIARD TABLE. Any Gentleman
having one to dispose of is requested to
communicate with the
Rev. J. H. FRANGE,
5, Lyndhurst Villas, Kowloon.
Hongkong, 10th July, 1905. [1634]

POSITION REQUIRED.
ENGLISH GENTLEMAN (aged 29),
shortly returning from a Holiday in
England, is desirous of obtaining a position of
Responsibility in a Hongkong Firm—Secretary-
ship preferred. Seven years' Far Eastern
business experience; highest references and
qualifications.
Apply to—
"BARDSELY,"
Care of Daily Press Office.
Hongkong, 8th July, 1905. [1625]

COMPRADORE WANTED.

WANTED a COMPADRORE by an
European firm doing piece goods and
general business. Must furnish security for
\$50,000.
Apply by letter to—R. S. T.
Care of Daily Press Office.
Hongkong, 6th July, 1905. [1610]

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Apply by letter to—R. S. T.
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\$50,000.
Apply by letter to—R. S. T.
Care of Daily Press Office.
Hongkong, 6th July, 1905. [1610]

INTIMATIONS

NOTICE.

**THE HONGKONG AND CHINA GAS
COMPANY, LIMITED,** beg to notify
the public that in addition to the recent
REDUCTION IN PRICE OF GAS TO
\$3.00 PER THOUSAND cubic feet, they now
offer the following FAVOURABLE TERMS
TO INDIVIDUAL CONSUMERS:

1. SERVICES up to 50 feet in length will
be free.
2. NO CHARGE will be made for METER-
FIXING.
THESE CONCESSIONS will only apply
to houses in which the work of fitting internal
pipes is carried out by the Gas Company.
ESTIMATES for any kind of Gas-fitting
will be supplied WITHOUT COST to intend-
ing or existing customers.

The Company hire or sell all kinds of Gas
Fittings, including for Heating, Cooking or
Lighting, and invite INSPECTION of
their stock at their NEW SHOW ROOMS at
WEST POINT.
GEORGE CURRY,
Local Secretary.
Hongkong, 14th June, 1905. [1441]

**IN THE SUPREME COURT OF
HONGKONG.**

IN BANKRUPTCY.
No. 38 of 1905.
To Mr. T. CHUNG LEE alias CHOY
CHUNG, late of No. 6 Wyndham
Street, in the Colony of
Hongkong, Gentleman.

TAKE NOTICE that on the 6th day
of July, 1905, a Petition was presented
to the Supreme Court of Hongkong in its
Bankruptcy Jurisdiction on the application
of LO TUI CHAU in respect of his claim against
you for \$23,552.39 being the amount of Judg-
ment debt, interest and taxed costs which the
said LO TUI CHAU was entitled to recover
against you in Original Jurisdiction Action
No. 198 of 1901.

AND FURTHER TAKE NOTICE that
on the 10th day of July, 1905, the said Supreme
Court made an Order directing that the said
Petition be served upon you by posting a copy
thereof together with a copy of the Order, at
the entrance of the said Court and that notice
thereof be inserted in one English and in one
Chinese newspaper having a circulation in the
said Colony.

JOHN HASTINGS,
38, Queen's Road Central, Hongkong,
Solicitor for the Petitioning
Creditor, LO TUI CHAU.
Dated this 10th day of July, 1905. [1615]

NAVY CONTRACT.
TENDERS are invited for the supply of
MISCELLANEOUS MATERIALS,
(IRONWOOD, LIME WHITE, CARBOUR, &c.,
&c.) from the 1st August, 1905, to H.M.
Dockyard, Hongkong.
Forms of tender can be obtained on applica-
tion to the NAVAL STORE OFFICER,
H.M. Dockyard, and should be returned not
later than the 18th July, 1905.
A deposit of One Hundred Dollars (\$100)
will be required when applying for tender forms,
to be returned if the tender is declined.
Hongkong, 10th July, 1905. [1633]

NAVY CONTRACT.
TENDERS are invited for the supply of
LABOURING MEN, in connection
with the CAULING of H.M. FLEET, &c., at
Hongkong, for a period of 12 months from the
1st August, 1905.
Forms of tender can be obtained on applica-
tion to the NAVAL STORE OFFICER,
H.M. Dockyard, Hongkong, and should
be returned not later than NOON on 18th July,
1905.
Hongkong, 6th July, 1905. [1615]

**GOVERNMENT NOTIFICATION—
No. 411.**
TENDERS will be received at this Office
until NOON of MONDAY, the 14th day
of August, 1905, for the purchase of the fol-
lowing PLANT and MATERIALS, formerly in
use on the Praya Reclamation Works, (Or-
dinance No. 6 of 1899):—
Lot 1.—STEAM TOW BOAT built by the
Hongkong and Whampoa Dock Co. in 1890.
Length between perpendiculars, 90 feet.
Breadth, extreme, 17 " "
Depth moulded, " "
Compound surface condensing Engines, about
2 N.H.P.
Lot 2.—FLOATING STEAM DERRICK CRANE
supplied by the Hongkong and Whampoa Dock
Co. in 1890. Working load 8 tons at a radius
of 50 feet. The Crane built entirely of iron,
and mounted on an Iron Pontoon 60 ft. by 46 ft.
by 5 ft. 6 in., with semicircular ends. Draft 2 ft.
6 in.
Lot 3.—LIGHTERS (2) for deck cargo (con-
crete blocks). Built by the Hongkong and
Whampoa Dock Co. in 1890. Constructed of
Manilla hardwood and Oregon pine, and sheathed
with zinc. Dimensions 75 ft. by 23 ft. by 5 ft.
6 in. Carry 30 tons on a draft of 3 feet.
Lot 4.—LOCOMOTIVE STEAM DERRICK
CRANE by Bannocks and Esaper. Working
load 3 tons at a radius of 35 feet.
Also 516 lineal yards of 70 lbs. flat-bottomed
STEEL RAILS, with points and cross girders, FISH
PLATES, TOOLS, SPIKES, and sundry PLATE-
LAYER'S TOOLS.
Lot 5.—DIVING GEAR by Siebe, Gorman
& Co.
2 No. Double Air Pumps.
4 " Single " "
4 " Helmet " "
133 lbs. feet of second hand Air Pipe.
150 " new " "
And a quantity of new Underclothing, &c.
Lot 6.—CONCRETE BLOCKS. 150 No., vary-
ing from 96 to 144 cubic feet, more or less
damaged. Total bulk about 15,300 cubic feet.
For all particulars apply to the Public
Works Department.
The Government does not bind itself to
accept the highest or any tender.
By Command, F. H. MAY,
Colonial Secretary's Office,
Hongkong, 30th June, 1905. [1697]

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Also 516 lineal yards of 70 lbs. flat-bottomed
STEEL RAILS, with points and cross girders, FISH
PLATES, TOOLS,

ROBINSON PIANO Co., LD.

THE PUBLIC MAY RELY
IMPLICITLY ON GETTING
FROM US
PIANOS
OF THE
HIGHEST CLASS.
EMBODYING THE VERY BEST
MUSICAL AND WEARING
QUALITIES
AT
MODERATE
PRICES

OUR CLIENTS HAVE THE
ADVANTAGE OF OUR
30 YEARS' EXPERIENCE AS

EXPERTS
DEVOTED
EXCLUSIVELY
TO THE PIANO TRADE.

WE ARE BY FAR THE
LARGEST
IMPORTERS
AND
MANUFACTURERS
IN CHINA; AND STOCK THE
GREATEST VARIETY OF
MAKES.

Hongkong, 9th June, 1905. [1363]

A. LING & CO.
FURNITURE STORE,
PLATED GLASS AND CROCKERY
WARE, &c., and FOCHOW
LACQUERED WARE.
68, QUEEN'S ROAD CENTRAL,
Hongkong, 21st September, 1903. [122]

WEBLEY & SCOTT
REVOLVER & ARMS CO., LD.

AUTOMATIC REVOLVERS,
PORTING GUNS, &c.

G. REISS & CO., LD.

SOLE AGENTS FOR CHINA & JAPAN,
12, SZECHUEN ROAD,
SHANGHAI. 1571

BANKS

INTERNATIONAL BANKING CORPORATION.

Fiscal Agents of the United States in China
the Philippine Islands and the
Republic of Panama.

CAPITAL AND SURPLUS
AUTHORIZED Gold \$10,000,000
CAPITAL PAID UP Gold \$3,250,000
RESERVE FUND Gold \$3,250,000

HEAD OFFICE: New York.
LONDON OFFICE: Threadneedle House, E.C.
Branches and Agents all over the World.

NATIONAL PROVINCIAL BANK OF ENGLAND,
LIMITED.

UNION OF LONDON AND SMITH'S BANK,
LIMITED.

BRITISH LINEN COMPANY BANK
The Corporation transacts every description
of Banking and Exchange business, receives
money in Current Account and accepts Fixed
Deposits at rates which may be ascertained on
application.

CHARLES R. SCOTT,
Manager.

20, Des Voeux Road,
Hongkong, 28th May, 1905. [1062]

THE MERCHANTS' BANK OF
INDIA, LIMITED.

AUTHORIZED CAPITAL £1,500,000
SUBSCRIBED £1,250,000
PAID-UP £500,000
RESERVE FUND £110,000

BANKERS:
LONDON JOINT STOCK BANK, LIMITED.

INTEREST allowed on Current Accounts at
the rate of 2 1/2% per annum on the Daily Balance.
On Fixed Deposits —

For 12 months 4 1/2%
" 6 " 3 1/2%
" 3 " 3%
" 1 " 2 1/2%

A. E. LINTON,
Acting Manager.

Hongkong, 30th June, 1905. 26

BANKS

THE
DEUTSCH-ASIATISCHE BANK.
AUTHORIZED CAPITAL Sh. Tels 7,500,000

HEAD OFFICE: SHANGHAI.
BOARD OF DIRECTORS: BERLIN.

BRANCHES: Hankow
Tientsin
Tientsin
Tientsin

LONDON BANKERS:
Messrs. N. M. Rothschild & Sons,
The Union of London and Smith's
Bank, Limited.

DEUTSCHES BANK (BERLIN), LONDON AGENT
DIREKTION DER DISKONTO GESELLSCHAFT.

INTEREST allowed on Current Account
DEPOSITS received on terms which may be
learned on application. Every description of
Banking and Exchange business transacted.

M. HOMANN,
Manager.

Hongkong, 1st April, 1905. 32

THE CHARTERED BANK OF INDIA
AUSTRALIA AND CHINA.

INCORPORATED BY ROYAL CHARTER, 1853.
HEAD OFFICE: LONDON.

CAPITAL PAID-UP £280,000
RESERVE FUND £280,000
RESERVE FUND £280,000

INTEREST allowed on Current Account at
the rate of 2 1/2% per annum on the Daily Balance.
On Fixed Deposits for 12 months 4 per cent
" 6 " 3 1/2 " 3 " 3 " 2 1/2 "

T. P. COCHRANE,
Manager.

Hongkong, 18th May, 1905. 29

HONGKONG & SHANGHAI BANKING
INCORPORATION.

PAID-UP CAPITAL \$10,000,000
RESERVE FUND \$10,000,000
RESERVE FUND \$10,000,000

COURT OF DIRECTORS:
H. A. W. SLADE, Esq., Chairman.
A. HAUPT, Esq., Deputy Chairman.
Hon. C. W. Dickson, Esq., H. Schuchart, Esq.
E. Goss, Esq., E. Schell, Esq.
G. H. Macleod, Esq., N. A. Shaw, Esq.
A. J. Raymond, Esq., Hon. R. Sheehan
F. Salinger, Esq.

CHIEF MANAGER
Hongkong—J. R. M. SMITH

MANAGER:
Shanghai—H. E. R. Hunter.

LONDON BANKERS—LONDON AND COUNTY
BANKING COMPANY, LIMITED.

HONGKONG—INTEREST ALLOWED.
On Current Account at the rate of Two per
Cent. per annum on the daily balance.

ON FIXED DEPOSITS:
For 3 months, 2 1/2 per cent. per annum.
For 6 months, 3 per cent. per annum.
For 12 months, 4 per cent. per annum.

J. R. M. SMITH,
Chief Manager.

Hongkong, 17th May, 1905. 23

THE
YOKOHAMA SPECIE BANK
LIMITED.

ESTABLISHED 1889.

CAPITAL SUBSCRIBED Yen 24,000,000
CAPITAL PAID-UP " 15,000,000
CAPITAL UNCALLED " 6,000,000
RESERVE FUND " 9,720,000

HEAD OFFICE: YOKOHAMA.

BRANCHES AND AGENCIES:
Tokyo Kobe Nagasaki
London Lyons New York
San Francisco Hongkong
Shanghai Tientsin Hankow
Peking Peking Mukden
Port Arthur Chiaofoo

LONDON BANKERS.
THE LONDON JOINT STOCK BANK, LIMITED
FARR'S BANK, LIMITED.
THE UNION OF LONDON AND SMITH'S
BANK, LIMITED.

HONGKONG—INTEREST ALLOWED.
On Current Account at the rate of 2 per cent
per annum on the daily balance.

On Fixed Deposits:
For 3 months, 2 1/2 per cent. per annum.
For 6 months, 3 per cent. per annum.
For 12 months, 4 per cent. per annum.

TAKEO TAKAMICHI,
Manager.

Hongkong, 22nd May, 1905. 27

THE BANK OF TAIWAN LIMITED
(INCORPORATED BY SPECIAL IMPERIAL
CHARTER)

CAPITAL SUBSCRIBED Yen 5,000,000
CAPITAL PAID-UP " 2,500,000

HEAD OFFICE: TAIPEI, FORMOSA.

BRANCHES AND AGENCIES:
Amoy Kobe Tientsin
Nanking Osaka Yokohama
Fuchow Shanghai
Keelung

HONGKONG OFFICE:
4, QUEEN'S ROAD.
Interest allowed on Current Account.
Deposits received on terms which may be learned
on application.

S. SHIGENAGA, Manager.
Hongkong, 1st November, 1904. [1121]

HONGKONG SAVINGS BANK.

Business of the above Bank is conducted by the HONGKONG AND SHANGHAI
HAI BANKING CORPORATION. Rules
may be obtained on application.

INTEREST on deposits is allowed at 3 1/2
PER CENT. per annum.

Depositors may transfer at their option
balances of £100 or more to the HONGKONG AND
SHANGHAI BANK to be placed on FIXED
DEPOSIT at 4 PER CENT. per annum.

For the HONGKONG AND SHANGHAI
BANKING CORPORATION.
J. R. M. SMITH,
Chief Manager.

Hongkong, 1st May, 1905.

CLAIM FOR SALVAGE.

At H. M. Supreme Court, Shanghai, on 1st
July, before Mr. Justice de Saussure, the
owners, captain, and crew of the s.s. *Ardoza*,
sued the owners of the sailing ship *Dundonald*.

When this case was called on Mr. J. C.
Hanson, who appeared for the defendants, asked
the court to dismiss the claim, and to give his
evidence at once, and to give his evidence at once.

William C. Paulsen, Lloyd's surveyor at
Shanghai, was sworn. He stated that on the
11th of April and again on the 21st of April he
visited the *Dundonald*. He made a survey and
the press copy of it was produced. This report
also included a survey of the 25th April made
when the *Dundonald* had gone into dock.

Witness visited the ship twice before she was
detected but there was one survey then, and one
when she had been docked. Besides the break-
ing of the stanchions, and the carrying away of
her pumps, the *Dundonald* was not damaged.

Her masts rigging and sails were not damaged.
She was picked up by the *Ardoza* about 242
miles from Shanghai, but in witness's opinion
she could have reached port without assistance.

Mr. Macleod, who appeared for the plaintiff,
cross-examined witness, who stated that in his
survey report of the 21st April he did say the
deck was strained and leaking. He did not
consider this important. The pumps having
been carried away any water that got in would
have to be baled out with buckets. Witness
had no personal experience in the handling of
sailing vessels.

Mr. Macleod said in this case the pleadings
would show all the points at issue. The whole
of the question was as to what condition the
vessel of the *Dundonald* was in when she was
picked up.

The claim was as follows:—
1.—The British steamship *Ardoza* is a British
vessel of 2,271 tons register, official number
118094. Her master is William Lewis Smith and
her value £41,000 sterling or thereabouts.
The above named sailing vessel *Dundonald* is a
British vessel of 2,114 tons register or thereabouts,
of the Port of Glasgow, official number
89121, manned with a crew of 28 hands. Her
master is John Thorburn and her value £10,000
or thereabouts.

2.—On the 5th day of April, 1905, whilst
the said *Ardoza* was on a voyage from Hongkong
to Kuchinozumi in Japan, she fell in with the
said *Dundonald* in Lat. 28 11' N. Long. 122 59'
E. The weather at the time was very rough
and stormy with a moderate North wind and a
high swell from the North-east.

3.—The said *Dundonald* when sighted by
the said *Ardoza* was under full sail and was
under two lower top-sails, a fore-sail and a
mizzen, and was flying a signal "M. Y." signifying
that she was in distress, and wished to be taken
in tow.

4.—The said *Dundonald*, which was on a
voyage from Shanghai to Newcastle in ballast
was disabled owing to her ballast having shifted
and she was in a position of considerable peril
and had been for a number of days.

5.—Those on board the *Dundonald* requested
those on board the *Ardoza* to tow the *Dundonald*
to Wossung and accordingly a line was passed
on board the *Dundonald* and towing was com-
menced at 2.20 p.m. on the said 5th day of April.

6.—The speed was slowly increased; both the
Ardoza and the *Dundonald* rolling heavily in a
high beam sea.

7.—Such weather continued through the
night; both vessels rolling heavily and the
Ardoza continually straining.

8.—On the 6th day of April there was a fresh
gale from the North-west and a short heavy rain,
causing the work of towing to be very heavy.
At 8 p.m. on the 6th April the wind and sea
moderated considerably.

9.—At 12 noon on the 7th April the *Ardoza*
let go the *Dundonald*, having towed her to
Wossung, a distance of 242 miles.

10.—The *Ardoza* has sustained damage owing
to the said services as follows:—Deck under
the bit on the poop, 100 lbs. of iron wire
one five-inch wire hawser, one 3 1/2-inch
wire hawser and two six-inch Manila
hawsers all chafed and strained. Sixty fathoms
3 1/2-inch Manila hawser cut and lost. Thirty
fathoms of ratline cut for lashings. Ten yards
of canvas used for parceling damaged, and for
future use.

11.—The *Ardoza* was lightly laden and was
unincumbered with considerable difficulty and risk.

12.—The *Dundonald* was at the time she was
sighted by the *Ardoza* and for some days
previously in great danger of becoming a total
wreck and those on board in great danger of
being drowned, and it was owing to the skill
and services of those on board the *Ardoza* that
the *Dundonald* and all on board were brought
out of such peril to a place of safety.

13.—The plaintiffs claim as reward for such
services the sum of £4,500 sterling and costs.

DEFENCE.

1.—The defendant admits the allegations in
paragraph one of the statement of claim except
those as to the value of the two vessels. The
value of the *Dundonald* at the time the service
mentioned in the statement of claim was
rendered was £7,000.

2.—On the 20th February, 1905, the *Dundonald*
sailed from Shanghai on a voyage to Newcastle,
New South Wales, laden with 1,000 tons and ballast
and 400 stone ballast and
manned with a crew of 28 hands.

3.—On the 4th and 5th March the *Dundonald*
encountered a severe gale and owing to it
is believed to the end and ballast having been
taken on board in a frozen condition and to its
having thawed, the ballast shifted breaking
away the shifting boards and stanchions and
causing the vessels to have a heavy list and
being considered that it was not desirable to
continue the voyage, it was decided to put
the ship back to and to make for Hongkong if
possible.

4.—On the 10th March the ship having met
with no such southerly wind and having got
too far to the north it was decided by those on
board to make for Kobe.

5.—From the 23rd March to the 29th March
the vessel again experienced very severe weather
and owing to the wind being mainly from the
north it was decided by those on board the
Dundonald to make for Shanghai.

6.—After the 29th of March the weather
moderated considerably and by the 5th of April
when the *Ardoza* was sighted, the weather had
become fine and the sea smooth and by that time
those on board the *Dundonald* had been able to
take on board large quantities of water from the
ballast and to put the ship in better trim so that
at the time the *Ardoza* was sighted the *Dun-*
donald was in much better condition than she
had been when she encountered the heavy
weather which she experienced from the 23rd of
March to the 29th of March and although she still
had a list of about 12 degrees which rendered it
advisable that she should not continue so long
a voyage as that to New South Wales, the ship
was in no danger having sustained no material
damage beyond the breaking of the stanchions
above referred to and was in quite seaworthy
condition.

7.—At about 3.30 p.m. on the 3th of April
while the *Dundonald* was sailing under two
lower top-sails, fore-sail, staysails and spanker
and being then in Lat. 28 10' N. and Long.

122 52' E. and between 240 and 251 miles from
Shanghai the steamer *Ardoza* coming close to
her, those on board the *Dundonald* signalled
"M. Y." signifying that she wished to be
taken in tow and having asked to be towed to
Wossung the *Ardoza* sent a boat alongside with
a tow line, and the tow gear having been
made fast the *Ardoza* at about 8.30 p.m. com-
menced to tow the *Dundonald* to Wossung,
which was reached about 11.40 a.m. on the 7th
of April, the total distance towed being about
242 miles.

8.—At the time the *Ardoza* came along-
side the *Dundonald* the weather was fine and
the sea smooth and the fastening of the towing
gear was effected without any difficulty or
danger. The sea continued smooth throughout
the whole of this towage and after the towage
commenced it continued without any trouble to
either ship and without any interruption save
for slowing down early on the morning of the
7th of April to take on board the pilot.

9.—Throughout the service rendered by the
Ardoza, the *Ardoza* and those on board incurred
no danger and had no difficulty in performing
the said service, which was of a very ordinary
character.

10.—The *Dundonald* was not in any immediate
danger and she merely required towage service
and those on board her were not in danger.

11.—Save as hereinbefore appears, the defend-
ants deny all the allegations in the plaintiff's
statement of claim.

Evidence was then called:
William Lewis Smith, captain of the *Ardoza*
and one of the plaintiffs in this case, said he had
fourteen years' experience as a master, six in
sailing ships and eight years in steamers.
Previous to this he had ten years' experience as
a mate in sailing ships. When witness sighted the
Dundonald at 3.30 p.m. on the 3th of April there was
a moderate wind but a high north-east sea. The
Dundonald then appeared to be in difficulties
and when they got nearer the signal "M. Y."
was seen flying on the *Dundonald*. This signi-
fied "Ship disabled. Will you tow?" Wit-
ness replied "Yes," and the *Dundonald* replied
"Shanghai."

The *Dundonald* was carrying
two lower top-sails, two staysails and a
spanker, twenty-five per cent. of what she
should have been carrying in such weather. The
Dundonald was a four-masted barque. She had
potholes on her main mast and she was lying
on her wind. The sailor was making as
much leeway as headway, and there was a heavy
list. Witness sent a line on to the *Dundonald*
and the tow rope was fixed. Witness's vessel
was light at the time and in ballast. When the
Ardoza commenced to tow her to the north-west
the vessel began to roll heavily, the port side
was running abeam. The *Dundonald* rolled very
heavily at first, when they got into smooth sea.
Witness's vessel had been running between
Hongkong and Japan since the first of this
year but he did not call at Shanghai. "Fortu-
nately on that trip he had purchased a map of
the Chusan archipelago. Witness had been to
Shanghai years ago. In his opinion the
Dundonald could not have got into Shanghai
if she had not been in such a position of
difficulty. The condition of the vessel was so
bad that it was impossible to approach for a vessel
in the condition the *Dundonald* was in be-
tween some of the islands there were
currents running nearly six knots an hour,
while at the mouth of the river there was very
uncertain circular currents. Witness brought
the *Dundonald* through the channel between
Chusan island and Taishan island where there was
a current of between four and six knots and the
channel about six miles wide. In any case, in
coming to Shanghai the *Dundonald* would have
to pass through such channels. On the way
down to Australia about 20 miles would have
been the narrowest channel the captain of the
Dundonald had to pass through unless he
went looking for narrow channels." Witness
was a licensed pilot for the port of Newcastle,
Australia, whether the *Dundonald* was bound.

In March and April the wind was in the
eastern quarter, varying from N. by N. E. to
E. The nearest point the *Dundonald* got to
land was Taishan island, which was on a
dangerous coast. It was utterly impos-
sible for the *Dundonald* to get to Shanghai
without a tow and a powerful tow too,
for a ship of her size. On the day the
Dundonald arrived at Wossung witness went
aboard her and remained on board while she
was towed up the river. The ballast in her was
then what he called "All afloat." It was just
like a man if a man had attempted to get
on it he would have gone under and to the
bottom. If what the officers of the *Dundonald*
said was true, she would have been entirely
unmanageable in a few days and would have
rolled over when a gale sprang up. The master
of the *Dundonald* told witness that the ship
was going by the head and the list coming
forward to."

The *Dundonald* still had a heavy
list when coming up the river from Wossung.
It would have taken days to get the water off the
ballast and witness doubted if it ever could have
been got off. It could not have been done at sea.
The second officer told witness that a few days
before in a gale they would have been glad
to have got out of the ship. £50 or £60 would
replace the tackle which had been damaged in
the towing of the *Dundonald*. The *Ardoza* lost
three days by the tow. The charter of the
Ardoza was for £1,080 per month and the
charter party paid all charges for coal stowage,
fire, and other expenses. The Master of the
Ardoza informed witness that the loss by the day was
£50 to £60 a day. The value of the *Ardoza*
witness would estimate at about £37,000. She
was a new ship, about thirteen months old. In
the £50 or £60 a day he did not know whether
or not the extra cost of coal was included. The
Mitsui Bussan Kaisha told him the ship was
costing them £50 to £60 a day and he did
not know more than that. Bunker coal was
a low price when he was in Japan previous
to towing the *Dundonald*.

Mr. Macleod remarked that the plaintiffs
had said the value of the *Dundonald* was £10,000,
but his learned friend said it was £7,500 and
they would agree to that.

Witness, asked by Mr. Hanson if he had any
experience of salvage before, said he had but
unfortunately he was on the other steamer—the
one that had to be towed in.

Thomas Jones, chief officer of the *Ardoza* said
he had been thirty years at sea, over twenty
years of which were spent on sailing vessels.
On the day the *Dundonald* was sighted there
was a very heavy north-east swell. Witness
agreed with the captain as to the amount of sail
that was being carried and added that the
Dundonald was in a very dangerous condition.
She was going a little forward but at the same
time about four points to leeward. Witness and
four men went alongside in a boat and sent a
line to the *Dundonald*. The people on the *Dun-*
donald said "We are very glad you have taken hold of
us, the stanchions are gone and the cargo is in
a puddle." In witness's opinion the *Dundonald*
could not have continued her voyage and with
the prevailing winds she could never have made
Shanghai, as in light wind she was going to
leeward. Witness kept the log put in.

Robert Gough, Chief Engineer of the
Ardoza, produced his log. The *Dundonald* had
list to port and she rolled badly. The strain
of the extra ship resulted in the engines giving
some trouble at first and during the tow the
watches had to be doubled. The usual coal
consumption of the *Ardoza* was about 26 tons
per day which represented an average speed of
ten knots.

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In reply to his Lordship, Mr. Hanson said
the law lasted 42 hours.

The case was then adjourned, the date to be
arranged.—N. C. Daily News.

THE PEACE TERMS DISCUSSION.

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